

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

MINNESOTA LIFE INS. CO.,	)	
	)	
Plaintiff,	)	C.A. No. 05-638 (GMS)
	)	
v.	)	
	)	
LAURA REARDON GREEN, SHIRLEY	)	
MANSFIELD and NORMA PATRICIA	)	
REARDON,	)	
	)	
Defendants.	)	

**STIPULATION OF CONTINGENT SETTLEMENT  
BETWEEN LAURA REARDON GREEN AND  
NORMA PATRICIA REARDON**

WHEREAS on August 30, 2005, plaintiff filed this interpleader action against the defendants concerning distribution of a certain life insurance policy covering the life of Thomas Reardon ("decedent")(D.I. 1); and

WHEREAS on September 7, 2005 defendant Laura Reardon Green ("Green") filed her answer and cross-claim against the other defendants (D.I. 3); and

WHEREAS Green, through her counsel, has received an answer and entry of appearance from defendant Norma Patricia Reardon ("Reardon") although the Court docket does not reflect the filing of these papers; and

WHEREAS Green has moved for judgment by default against defendant Mansfield, which motion is pending before the Court (D.I. 8,9); and

WHEREAS Green and Reardon, desiring to resolve any and all disputes between them regarding the distribution of the proceeds of the policy at issue;

NOW THEREFORE in consideration of the mutual covenants herein contained, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree and stipulate as follows:

1. At such time as the Court enters a judgment by default against defendant Shirley Mansfield, and directs the disbursement of the proceeds of the policy, the proceeds shall be distributed as follows:

A) Nine Thousand Dollars (\$9,000.00) to Norma Patricia Reardon, c/o Gina L. Tanner, Esquire, Law Offices of Gina L. Tanner, a Professional Law Corporation, 468 N.

Camden Dr., Suite 201, Beverly Hills, CA 90210.

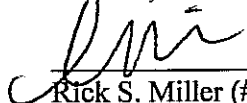
B) The remaining balance to Ferry, Joseph & Pearce, P.A., attorneys for Laura Reardon Green, 824 Market Street, Suite 904, Wilmington, DE 19801.

2. This agreement is contingent upon the entry of judgment by default against Shirley Mansfield and the entry of an order of disbursement by the Court. If the Court declines for any reason to grant such default judgment, this agreement shall be null and void.

3. The parties hereto recognize that this agreement constitutes the compromise of disputed claims and is therefore inadmissible pursuant to Fed. R. Evid. 408.

4. Upon receipt of the sums referenced in ¶1, the parties hereto release one another, and their respective heirs and assigns, and Minnesota Life Insurance Company, its successors and assigns, from any and all claims and demands respecting and relating to the life insurance policy that is the subject matter of this suit, or the proceeds thereof.

FERRY, JOSEPH & PEARCE, P.A.



Rick S. Miller (#3418)

824 Market Street, Suite 904

P.O. Box 1351

Wilmington, DE 19899-1351

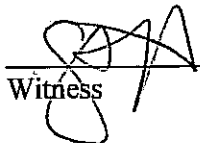
(302) 575-1555

Attorney for Defendant Laura Reardon Green

Dated: 1/17/06



Norma Patricia Reardon, Pro Se

  
Witness

Dated: 01/12/06

CERTIFICATE OF SERVICE

I hereby certify that two copies of the foregoing  
Stipulation of Contingent Settlement Between Laura Reardon  
Green and Norma Patricia Reardon were served on January 17,  
2006, upon the following persons in the manner indicated:

By Hand:

Sean J. Bellew, Esquire  
David A. Felice, Esquire  
Cozen O'Connor  
1201 N. Market Street, Suite 1400  
Wilmington, DE 19801

By First Class Mail:

Shirley Mansfield  
P.O. Box 3234  
Sedona AZ 86340-3234

Norma Patricia Reardon  
AV Circunvalacion 1286  
Guadalajara Jalisco  
Mexico CP 44350

/s/Rick S. Miller

Rick S. Miller (#3418)